BRUHAT BANGALORE MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work:

Redesign and Upgrading of Existing Musicle fountain Interfaced With Multimedia based laser And Video Projection on Aqua Screen At J.P Park Ward No 17 Under package -2019-20 RRN-DIV-(08). Annexure-2 Sl No.754

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer
Rajarajeshwarinagara Division,
Mattikere, Bengaluru – 560 054

Telephones:..... Fax: .....

TENDERS FOR THE WORK OF

Redesign and Upgrading of Existing Musicle fountain Interfaced With Multimedia based laser And Video Projection on Aqua Screen At J.P Park Ward No 17 Under package - 2019-20 RRN-DIV-(08). Annexure-2 Sl No.754

TENDER REFERENCE		: RRND/EE/Tend/03/2021-22. Date: 29.06.2021
TENDER DOCUMENTS MAY BE DOWNLOADED FROM THE E-PROCUREMENT PORTAL	:	Date: 05.07.2021
PRE BID MEETING WILL BE HELD ON	:	19.07.2021 @ 11.00 A.M AT CE OFFICE
TENDERS MUST BE SUBMITTED ONLINE THROUGH E-PROCUREMENT PORTAL ON OR BEFORE	:	22.07.2021 upto 4.00 P.M
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	23.07.2021 @ 4.00 P.M
TIME AND DATE OF OPENING OF FINANCIAL BID	:	27.07.2021 @ 4.00 P.M
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer Rajarajeshwarinagara Division, Mattikere, Bengaluru – 560 054 Mob: 9480685630 Email: eerrndiv@gmail.com

CONTRACTOR Page 2 of 51 EXECUTIVE ENGINEER (RRN Div)

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5.	CONDITIONS OF CONTRACT (CC)
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9.	BILL OF QUANTITIES
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, Rajarajeshwari Nagara Division,

BBMP Office, Near Chowdeshwari Bus Stop, Mathikere, Bangalore - 54.

No.RRND/EE/Tend/03/2021-22, Date: 29.06.2021

INVITATION FOR TENDERS (IFT) - TWO COVER TENDER

Short term Tender Notification

(Only through E-Procurement Portal Only)

1 The Executive Engineer, Rajarajeshwari Nagara Division, BBMP, Bangalore invites tenders from eligible Contractors registered in Bruhat Bangalore Mahanagara Palike or equivlanet registration with CPWD/ KPWD/ Railways/ MES/ National Highway or any State Government Organisations for the construction of work detailed in the table below. The tenderers may submit tenders for work given in the table through e-procurement portal of the Governemnt of Karnataka (viz https://eproc.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document – KW 4)**

2 Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **05.07.2021**

3 Tenders must be accompanied by Earnest Money Deposit Declaration form as specified in the Tender Document as per G.O. No: FD 675 Expenditure -12/2020 Dated:22-12-2020

4 Tenders must be submitted online through e-procurement portal on or before **16:00** hours on **22.07.2021** and the opening of tenders will be as per the e-procurement portal guidelines.

5 GST of 12% Shall be paid to the tendered amount separately as per the Govt letter No. PWD65RDF2017 dt: 11.10.2018.

6 Other details can be seen in the tender documents.

	Package No. / Sl. No	Name of Work	Est. Cost (in Lakhs)	EMD (in Rs.)	Cost of Tender form in Rs.	Period of Completion	Class for eligible contractor
	1	Redesign and Upgrading of existing Musicle Fountain interfaced with multimedia based laser and video projection on Aqua Screen at J.P.Park ward no 17 under PACKAGE-2019-20 RRN-DIV-(08).	1000.00	Relaxed as per G.O. No: FD 675 Expenditure -12/2020 Dated: 22-12-2020	As per E-Procurement Portal	12 Months	Class I & Above

CONTRACTOR

EXECUTIVE ENGINEER (RRN Div)

Note:

1 Last Date for submission of queries: **17.07.2021 upto 4.00 P.M**
2 Pre bid meeting at Chief Engineer office, RRNZ : **19.07.2021 @ 11.00 A.M**
3 Last Date for uploading the Filled Tender Document is **22.07.2021 upto 4.00 P.M**
4 Date of Opening of Technical bid is **23.07.2021 @ 4.00 P.M**
5 Date of Opening of Financial bid is on **27.07.2021 @ 4.00 P.M**

TERMS AND CONDITIONS

1 Any reputed Individual/ Company registered with BBMP/ CPWD/KPWD/ Railways/ MES or any State government organizations are eligible to apply.

2 No Joint Venture/ Constortium are permissible.

3 Tenderer should submit their EMD and tender precessing fee in the form of e-payment thoough e-procurement portal (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).

4 Bidders/ Contractors can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://eproc.karnataka.gov.in/.

5 Scope of work: The work involves constructio of Roads and Drain, Aphalting, Constuction of Buildings & etc.,

6 Essential conditions: The tender shall fulfill the following criteria for getting pre qualified for ht works as under

7 Shall have minimum Annual turnover not less than two times the amount put to tender during two of the lase five financial years.

8 Shall produce line of credit from any of the nationlized bank for 30% of the amount put to tender.

9 Should have completed similar one single work costing 50% of the amount put to tender.

10 Should not incurred any loss in more than a year during the last 3 years ending 31st March 2020.

11 Possessing (ownership) requisite plant and machinery for completing the work. Document showing the ownership like preformed invoice & delivery notes needs to be furnished along with tender.

12 The successful biddr should pay 1% towards building and other construction workers welfare cess under Central Government Notification, Dt: 26-09-2006 for the tender amount which will be deducted in work bills.

13 The bid documents consists of Pre-qualification containing conditions of Contract and technical specifications and Bill of quantities.

14 Based on an assessment of the information furnished in the cover-1 viz, Pre qualification Documents those who prima-facie satisy the eligibility creteria will be qualified and cover-2 containing the financial bids shall be considered for opening and evalution.

15 The Tender is a Two Cover Tenders Systems consisting of:

16 Tenchnical Bid: The Technical bid should contain EMD, details of technical, financial and mamagerial capabilities to Execute of the work as per the requirements.

17 Financial Bid: The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.

18 Tender Documents may be downloaded from Government of Karnataka e-procurement website https://eproc.karnataka.gov.in under login for contractors. Aspiring Bidders/ Cotractors who have not registered in e-procurement should register before participating through the website https;//eproc.karnataka.gov.in.

19 For details, registration and e-payment visit GOK e-procurement website https;//eproc.karnataka.gov.in or contact e-procurement Helpdesk at 080-22371090, 080-22340060, 080-22340948.

20 The Successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation, falling which his tender will be rejected.

21 The tender will remain valid for 90 days from the Date of opening of Tender.

22 The work should be commenced with all earnestness within seven days from the date of work order failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the former tenderer.

23 Conditions & Special Conditions of KW-1, KW-2 KW-3 and KW-4 Standard bid document applicable for all works respectively.

24 The Bruhat Bangalore Mahanagara Palike reserves the right to accept/ reject any or the entire tender's without assigning any reasons.

25 Any other details regarding the works & other information's can be obtained from the above office during office hours.

26 Corrigendum/ Modification/ corrections, if any, will be published in the website only. For any clarificaton on e-procurement on HP HELPDESK 080-25501216/ 25501227.

27 The amount quoted by the Successful tenderer is less than the tender amount and such tenderer shall remit the difference amount will be returned only after satisfactory completion of the wrok and failure to comply the said conditions the tender will be rejected and EMD forfeited.

Sd/-
Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bangalore Mahanagara Palike

Copy to:
1 Copy Submitted to the Worshipful Mayor for kind information.
2 Copy Submitted to the Worshipful Deputy Mayor for kind information.
3 Copy submitted to the Commissioner for kind information
4 Copy submitted to the Spl. Commissioner (Project/ Finance) for kind information.
5 Copy to the Engineer-In-Chief, BBMP, for kind information.
6 Copy submitted to the Joint commissioner (R.R.Nagara) for kind information.
7 Copy to the Chief Engineer (R.R.Nagara/ Road Infra) for kind information.

8 Copy to the Deputy Secretary to government, Urban development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.

9 Copy to the Deputy Commissioner and Tender bulletin officer Bangalore Urban District Bangalore for kind information and to publish in district tender bulletin.

10 Copy to the information officer, BBMP for kind information and to publish in website along with soft copy.

11 Copy to the Public relation officer, BBMP for kind information and to publish in leading 2 News papers.

12 Copy to the ACF (R.R.Nagara) BBMP for kind information.

13 Copy to AS (Project) for necessary action.

14 Notice Board.

15 Office copy.

Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bangalore Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer, Rajarajeshwarinagara Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for award of this Contract, each Tenderer in its name should have in the last five years i.e. 2016-17 to 2020-21

a. Achieved in at least two Financial Year each a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of Rs. 1672.00 Lakh. Further, the Financial Turnover of the Previous Years shall be given a Weightage of **10%** per year to bring them to the Price Level of 2018-19

b. Satisfactorily completed, (at least 50% of contract value) as Prime Contractor, at least one Similar nature of Work of value not less than Rs.418 Lakhs. In support of this, the Tenderer shall furnish a Work Completion Certificate duly certified by the Competent Authority not below the Rank of the Executive Engineer. The Work Completion Certificate shall mention the Nature of Work, Items of Work executed, Date of Commencement and Date of Completion of the Work.

c. Executed in one single Financial Year, the following minimum Quantities of Work.

Earthwork Excavation	984.80 Cum
Cement Concrete	653.88 Cum
Steel	47.66 Tonne
MS Grill/Truss/Tensile Roofing	7746.66 Kg
100mm Slab	85.68 Sqm

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on lease / hire basis for all Works provided the relevant Documents (Commitment Agreement, etc.) for Availability for this Work are furnished.

Item of Equipment	Requirement	
	No	
Concrete Mixer	1 Nos.	Own/Lease
Concrete Vibrator	2 Nos.	Own/Lease
Hydraulic Excavator (JCB/Hitachi)	1 Nos.	Own/Lease
Tipper	2 Nos.	Own/Lease
Water Tanker	1 Nos.	Own/Lease
Tractor	1 Nos.	Own/Lease
Water Tanker	1 Nos.	Own/Lease

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

(b) liquid assets and /or availability of credit facilities of not less than **Rs. 250.8 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.43.1 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.53.2 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.63.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at price level, of existing commitments and on-going works to be completed during the next **06 months** *(period of completion of the works for which Tenders are invited)**

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

Note:O&M for 5 years for running Multimedia Laser Show Integrated with Musical Dancing Fountain and Water Screen at Jaya Prakash Narayana Park, Bangalore

The Bidder should have experience in maintenance of musical fountain interface with laser and video shows for a period of at least 3 Years. Supporting documents to be enclosed.

The Bidder should demonstrate at least one such work installation driven by independent pump and individually controlled system anywhere in India. Preferably 8 to 10 years old installations, Factory demo installations are not considered and Chinese manufacturer's demo systems will not acceptable

The Bidder shall design, supply, and install, commission, Operate & Maintain at Project Site the Musical Fountain in accordance with relevant approved drawings, documents and manuals etc., including all Drawings of related civil & plumbing works. 2. The scope includes all designs and related engineering solutions, preparation of shop drawings, MEP Set providing, supplying, laying and fixing of

all necessary light fixtures, fountains, cascades etc. with necessary components including free of cost operation & maintenance for maximum(One) year on/ after the date of performance trial and issuance of completion certificate.

This Musical Fountain will be operated in synchronization with the ambience multimedia projection system, thus enhancing the aesthetics of this place during show time. 5. Musical fountain shall operate on the basis of the process control by adding the music control systems, , DMX protocol interface (DMX and RDM technology synchronized pumps audio identification, decoding and encoding will eventually signal output to the control system to make fountain shape and lighting changes and music synchronized to achieve the water-fountain, lighting and color changes and mood music, all in perfect combination, so that fountain show can vividly present the rich content. Musical Fountain should modulate according to the ups and downs of music/background music /moods of the content. 6. The Concessionaire shall visit the site and shall acquaint himself with the surroundings especially for the purpose of a good acoustic design and shall accordingly, design and supply an appropriate sound system for the audience. 7. An audience of maximum 250 spread over the sitting area shall watch the show at a time. The fountain, light and sound design shall be such that effect at each seating position is ensured. 8. The Bidder shall carry out the work in coordination with the agencies engaged for civil, general electrical & lighting works. All the cables and services, fixtures required to be concealed Concessionaire shall prepare the layout drawing for all conduits for approval; by the carry out the same for laying of such service-ducts/conduits. The Concessionaire shall depute his supervisor during laying. 9. The Bidder shall conduct a performance trail of the musical fountain in Water Body.

The Bidder shall undertake free of cost operation & maintenance of his system for maximum 1(One) year from the date of commercial commissioning of the musical fountain system. The quoted price for operation & maintenance shall include the cost of repair/maintenance /replacements of any or all of the equipment/components/ gadgets etc. including cost of all labor/personnel, Boarding & lodging, transportation etc., provided the damages are not due to Natural Calamities, natural deterioration, Fire, Lightening, water leakage of the water body , low water depth, insects, vermin's, theft, vandalism, water quality , irregularities of the electrical supply, of all his personnel complete as may be required for successful operation & maintenance work. The decision on any item/component whether to be repaired or replaced during entire period of operation & maintenance shall be solely at the discretion of the RHB.

2. During the O&M period majorly, the Bidder shall be required to comply with all applicable laws which are required to be met with in order to execute this Project. 3. Operation & Maintenance shall include updates & related software/updates/renewals and Operation & maintenance of hardware. 4. The bidders are also required to quote for Operation & maintenance. The bids received without quotes for Operation & maintenance would be out rightly rejected. 5. Payments for yearly Operation & maintenance after completion of work will be released quarterly upon attending all the service requirements and certified by the departmental authorities.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- **made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or**
- **record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or**
- **participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.**

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **Chief engineer, RR Nagar Zone, RR Nagar, Bangalore-560098** on **19.07.2021 at 11.00 am**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 **Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.**

9.2 **Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.**

9.3 **To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.**

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 **Technical bid :**
(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;

10.1.2 **Finance bid:**
(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);
and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.2 13.1 EMD Amount Exempted Declaration Form Should be Uploaded

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.3 EMD Amount Exempted Declaration Form Should be Uploaded

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. Further, the Tenderer shall submit a Hard Copy of the Technical Bid already submitted through e – Procurement within 2 days of Tender Submission through e – Procurement to the Office of the Executive Engineer (Rajarajeshwarinagara Division), Bruhat Bangalore Mahanagara Palike, Mattikere, Bangalore – 560 054 during Working Hours. The Tenderers shall also produce all the Original Documents for Verification whenever necessary.

16. Deadline for submission of the Tenders

~~16.2~~16.1 Tenders must be submitted through e-procurement(on-line) on or before 22.07.2021 16.00hrs[1]

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16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

[1] Insert time and date; this should be the same as those given in the Invitation for Tenders

18.4 **Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.**

18.5 **Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.**

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at 16.00hrs on 23.07.2021 at Office of the Executive Engineer (Rajarajeshwarinagara Division), Bruhat Bangalore Mahanagara Palike, Mattikere, Bangalore – 560 054. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (b) meets the Minimum Qualification Criteria stipulated in ITT Clause 3 and (c) contains the Tenderer's Designs and Drawings on the basis of the Parameters fixed in the Tender Document. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bids of the Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid containing the Priced Financial Bid. The Employer will open the Priced Financial Bids of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bid will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Priced Financial Bid Opening, including the Information disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the

correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[2]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

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[2] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of The Executive Engineer, Rajarajeshwari nagara Division payable at **Bangalore** or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to The **Executive Engineer, Rajarajeshwari nagara Division**;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. Advance Payment

Deleted.

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant .....

2016 - 17 .....
2017 - 18 .....
2018-19
2019-20&2020-21

1.3 **Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.**

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[3]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2016-17						
2017-18						
2018-19						
2019-20						
2020-21						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers – in- Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

[3] Items of work for which data is requested should tally with that specified in ITT Clause 3

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. **The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.**

Item of Equipment	Requirement[4]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... *(name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 **Information on litigations in which the Tenderer is involved:**

[4] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Redesign and Upgrading of existing Musicle Fountain interfaced with multimedia based laser and video projection on Aqua Screen at J.P.Park ward no 17 under PACKAGE-2019-20 RRN-DIV-(08).

To:-

Office of the Executive Engineer
Rajarajeshwarinagara Division,
Mattikere. Bengaluru – 560 054
Mob: 9480685630

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[5]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------

Letter of Acceptance
(letterhead paper of the Employer)

.....[date]

[5] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....
..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....
..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

.....(date)

To

.....

.....

..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....
.....[name and address of Employer] (hereinafter called "the Employer") of the one part and .....
.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....
.....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
.....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....

in the presence of:
Binding Signature of Employer
.....
Binding Signature of Contractor
.....

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and t he other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.